



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

**TORTS—TELEPHONE WIRES—INTERFERENCE BY OTHER WIRES—INJUNCTION.**—A telephone company received a franchise under which it erected poles and strung wires along the streets. Three years later, a like authority was given to and acted upon by an electric-lighting company, to the serious impairment of the telephone service. It was found that the wires of the two companies were within four feet of each other, that there was sufficient room along the streets for the lighting company to string its wires at a distance greater than four feet, and that such alteration on the part of the lighting company would be attended with greater expense than one on the part of the telephone company. It seems also to have been found that a space of four feet or more between wires would have obviated the difficulty. An injunction issued in favor of the telephone company, the lighting company being compelled to make the changes above indicated, on the ground of priority only, it would seem, as no cases are cited. *Paris Electric Light, &c. Co., v. S. W. Telegraph, &c. Co.*, 27 S. W. Rep. 902 (Tex.).

The question whether, of two corporations using electric currents of varying powers, the more recent, if using the stronger, shall so carry on its business as not to impair the service already existing, or whether the one suffering from the proximity shall, in all cases, make at its own expense all changes necessary to the maintenance of its service, can hardly be said to be as yet settled. Contests between telegraph or telephone companies and electric-lighting companies have seldom risen to the higher courts, their difficulties being settled at a comparatively slight cost to either party. *Neb. Tel. Co. v. York Gas, &c. Co.*, 17 Neb. 284, accords with the principal case; while *West. U. Tel. Co. v. Champion Electric Co.*, 14 Cinc. W'kly Bull. 327 (Ohio), is *contra*.

A more serious contest, from the nature of the service, has arisen between the telephone companies and the electric street railway companies. The authorities are conflicting, and are collected in Thompson on Electricity, pp. 52-58, and especially in Keasbey on Electric Wires, pp. 141-153, where the matter is elaborately discussed.

**TRUSTS—APPLICATION OF TRUST-RES AT DISCRETION OF TRUSTEE.**—Testator gave his property to trustees upon certain trusts, and directed the trustees to invest certain sums for the benefit of his sons, and apply these sums to the advancement of the sons, as the trustees in their discretion should think fit. *Held*, that the sons were absolutely entitled to the legacies, freed from the exercise of any discretion on the part of the trustees. *In re Johnston*, L. R. [1894] 3 Chan. Div. 204.

This follows the rule that where the trustees are to apply the entire amount for the benefit of the cestui, the bequest is to be treated as a gift out and out.

## REVIEWS.

**COURTS AND THEIR JURISDICTION.** By John D. Works. Cincinnati: The Robert Clarke Co. 1894. 8vo. pp. 908.

The task Judge Works has set himself, the fulfilment of which gives us this book, is one that has been immensely complicated by the great number of statutes and provisions in the constitutions defining the powers of the various courts. One constantly is reminded of this by the qualifications the author feels himself compelled to put on various statements, to the effect that "the tendency of legislation" seems to be against this or that. Yet out of the chaotic mass of decisions and legislative directions on the subjects treated, he has given us a *résumé* of the doctrines laid down, with a good discussion of the principles on which the various theories are based. The author candidly admits that many of the cases go on no principle at all save that of precedent, but states as the object of the work, "to get below this mass of cases which rest upon one another, and find out why a given principle of law should be maintained, and cite the cases by which the reason for the rule has been established." On this very commendable plan he has treated the means of acquiring and losing jurisdictions, jurisdiction of judges,

venue, and common law, equity and statutory jurisdictions in the civil and criminal sides of the court, and in the various actions and suits. The subjects are interestingly dealt with, and the book seems a good one for the student as well as the practitioner. Authorities are cited to a sufficient extent to render the treatise a valuable one to the practising lawyer; but it is more than a collection of authorities. J. S. S. JR.

AMERICAN CASES ON CONTRACT. Arranged in Accordance with the Analysis of Anson on Contract, and edited by Ernest W. Huffcutt and Edwin H. Woodruff. New York and Albany: Banks & Brothers. 1894. 8vo. pp. xxxiii, 718.

The object of this volume is, as the editors state, to illustrate the essential principles of the law of contracts by selections of American cases. The theory on which English decisions are excluded, however, hardly seems a wise one. Certainly the judgments of the House of Lords have as much authority in this country as those of many of our own tribunals. Surely, too, in some English cases, at least, a more satisfactory statement of the doctrine to be brought out might have been found than in parallel American ones; and in such a situation it is hard to see a good reason why the worst exposition should be preferred to the better, simply because it is American. In spite of this bias, however, the editors have gathered in a comparatively small space a number of well-chosen cases, which, while not straying off into the kindred branches of agency, partnership, etc., cover in a broad way the entire field of their subject. In fact, something might have been gained from the student's point of view if the book had aimed to be less comprehensive, and had endeavored to cast more light, by a larger array of cases, on some of the less settled topics of the law. This defect, however, seems one inherent in the nature of the task, and, considering how admirably much is covered in little space, the failure to emphasize more fully dubious points is not to be wondered at.

D. A. E.

HARVARD COLLEGE BY AN OXONIAN. By George Birkbeck Hill, D. C. L., Honorary Fellow of Pembroke College, Oxford. New York: Macmillan & Co. 1894. 8vo. pp. x, 329. Cloth, \$2.25.

Mr. Hill's errors, though numerous and almost always amusing, are never more than mere slips; and he may be congratulated upon his success in giving a truthful and human account of Harvard where the writers before him have almost entirely failed. There is just enough comparison with Oxford to give spice and point to his criticism and appreciation.

The chapter on the Law School is accurate in its account of the history of the school, and most generous in praise. Its concluding paragraph is this well-turned compliment: "Daniel Webster, in one of his speeches, looks forward to the time when America shall repay to Europe the great debt of learning which she owes her. The repayment to England has already begun; all that we have to do is to stretch out her hands and to gather in the fruits of Harvard's experience in the method of teaching law" (p. 265). Later on, Mr. Hill says: "I trust that before long many a scholar fresh from Oxford and Cambridge will cross the Atlantic to finish his studies in Harvard" (p. 327). It would be very pleasant for the Law School if some Oxford or Cambridge graduate should read these two passages together, and act on this advice. He